



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 29, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 January 29, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**ACQUISITION OF FLOOD CONTROL EASEMENT BY THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FROM CHEVRON U.S.A., INC.
LOS ANGELES COUNTY DRAINAGE AREA PROJECT
LOS ANGELES RIVER - PARCELS P-1252FE AND P-2379FE
CITY OF SOUTH GATE
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to approve the acquisition of an easement from Chevron U.S.A., Inc., to the Los Angeles County Flood Control District for flood control purposes along the Los Angeles River.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Approve the acquisition of an easement along the Los Angeles River Parcels P-1252FE and P-2379FE in the City of South Gate from Chevron U.S.A., Inc., for \$16,200.
2. Instruct the Chairman, Board of Supervisors of the Los Angeles County Flood Control District, to sign the Flood Control Easement Agreement document and authorize delivery to Chevron U.S.A., Inc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the Board, acting as the governing body of the Los Angeles County Flood Control District (LACFCD), to acquire an easement for flood control purposes from Chevron U.S.A., Inc. (Chevron). The easement is required for the construction, operation, and maintenance of flood control improvements required for the Los Angeles County Drainage Area (LACDA) Project located along the Los Angeles River in the City of South Gate.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3) by investing in public infrastructure that will enhance the quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Plan.

The purchase price of \$16,200 is representative of the fair market value and was accepted by Chevron. Funding for the acquisition is included in the Fiscal Year 2012-13 Flood Control District Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 6, 1995, Synopsis 17, the Board adopted the Project Cooperation Agreement No. 68469 between the LACFCD and the Department of the Army to carry out the LACDA Project. Construction of the project and negotiations with Chevron are completed.

County Counsel approved the Flood Control Easement Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

On April 6, 1995, Synopsis 17, the Board approved the Master Environmental Impact Report for LACDA. The recommended action is within the scope of the project in the previously certified master Environmental Impact Report.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

Please return one adopted copy of this letter and two executed original Agreements to the Department of Public Works, Survey/Mapping & Property Management Division.

The Honorable Board of Supervisors

1/29/2013

Page 3

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:SGS:hp

Enclosures

c: Auditor-Controller (Accounting Division - Asset
Management)
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

DUPLICATE

Recorded at the request of and
when recorded return to:

Chevron Pipe Line Company
16301 Trojan Way
La Mirada, CA 90638
Attn: Right of Way Specialist

Copy to:

County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
Attention: Mapping & Property
Management Division
R/W Engineering Section

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE

ASSESSOR'S IDENTIFICATION NUMBERS:

6221-026-006

6222-039-018

LOS ANGELES RIVER P-1252FE

INCLUDES PARCEL P-2379FE

FLOOD CONTROL EASEMENT AGREEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CHEVRON U.S.A INC.**, a Pennsylvania corporation ("Grantor"), does hereby grant, bargain, sell and convey to **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic ("Grantee"), a non-exclusive easements, in perpetuity, for flood control purposes in, on, and over certain land, situated in the City of South Gate, of Los Angeles, State of California, ("Property"), as more particularly described in Exhibit "A" attached hereto and made a part hereof, with said easements more particularly described in Exhibit "B" ("Easement") attached hereto and made a part hereof.

1. Easement Rights

Grantee shall have the right from time to time in the Easement to construct, install, reconstruct, maintain, repair,

renew, replace, protect, inspect, and operate ("Operation") flood control improvements and related appurtenances for the Los Angeles River ("Grantee's Facilities").

2. Grantor's Use of Easement

Grantee shall not interfere with or obstruct the use of said Easement by Grantor or its affiliates (hereinafter collectively referred to as "Grantor") or injure or interfere with any person or property on or about the Easement.

Grantor, after providing Grantee notice, may from time to time work in, on or under the Easement for any purpose whatsoever, whether to install, repair, replace, remove or maintain its pipelines and appurtenances ("Grantor's Facilities"), perform soil remediation, or otherwise. In such event, Grantee shall, at Grantee's sole cost and expense, be responsible for the replacement and/or repair of any of Grantee's Facilities, or any portion thereof removed or damaged by Grantor, unless said removal or damage was caused by Grantor's gross negligence or willful misconduct. During the time that Grantor is excavating and/or occupying the Easement, no parking or public vehicular traffic will be permitted on said premises in the areas so designated by Grantor, unless required by Grantee during emergencies.

3. Grantee's Right of Ingress and Egress

This Easement shall carry with it the right of ingress and egress to, from, over and across the Property, with the right to use existing roads or other practical route(s) to reach the Easement or, during temporary periods, use additional portions of the Property along and adjacent to the Easement to carry out the rights granted hereunder; provided, however, Grantee's rights of ingress and egress, and use of additional Property shall not unreasonably interfere with the operations of Grantor.

4. Responsibility for Expenses/Costs

The Operation of Grantee's Facilities shall be at Grantee's sole cost and expense, except to the extent such Operation is required as a result of the gross negligence or willful misconduct or breach of this Agreement by Grantor or its agents, invitees, employees, or contractors. In performing such acts, Grantee shall make all

reasonable efforts not to interfere or impair Grantor's use or occupancy of the remainder of the Property. Notwithstanding anything to the contrary in the foregoing, Grantee acknowledges that it will be fully responsible for any damage to Grantee's Facilities that may arise due to environmental contamination existing in the Easement.

5. Relocation

Should Grantor, at any future date, reasonably desire that Grantee relocate any portion of Grantee's flood control improvements, or appurtenances to another location on the Property, said relocation shall be performed by Grantee at its sole cost and expense, including all liability arising out of or resulting from such relocation. The new easement shall be granted to Grantee at no cost, and the new location shall be mutually agreed upon by Grantor and Grantee, in the reasonable exercise of their discretion. Grantor shall provide Grantee with a minimum of 180 days notice of its desire to have Grantee relocate its Facilities.

Further, in the event Grantor's Facilities conflict with Grantee's proposed or future Facilities, Grantor has the option of agreeing to relocate its Facilities in order to accommodate Grantee; however, Grantee agrees that any relocation costs shall be borne exclusively by Grantee.

6. Pipeline Marking

Grantee shall ascertain and plainly mark before any excavations are made, and during all times that work is being performed, the exact location of the excavation and any pipelines located within or adjacent to the excavation area. Grantee hereby accepts sole responsibility for so doing and shall be solely liable for all loss, damage, injury or death caused or contributed to by any lack of or improperly marking of the excavation area or any pipelines located within or adjacent to the excavation area. Grantee shall promptly and properly refill all excavations made by or for Grantee on said Easement.

7. Notification for Entering Property

- a) It is agreed that Grantor shall be given at least three (3) days written notice prior to the performance of any work by Grantee on the Property in connection with the Easement herein granted. In the event an emergency situation arises which requires immediate repairs to be made to Grantee's Facilities, then in such emergency situations, Grantee will not be in default of its notification obligations referred to previously, so long as Grantee performs all of the following: (i) immediately notify Grantor as soon as practicable, (ii) utilize personnel or contractors that are qualified to perform the work required, (iii) all such work is limited to that work which must be performed to eliminate the emergency, and (iv) all such work is performed in a good and workmanlike manner and in a manner designed to minimize the disruption to Grantor's Facilities or third party facilities in, on, or under the Property.
- b) The above described notice shall be in addition to (and not in lieu of) any notice that Grantee may be required to provide with respect to such work through any "one-call notification system," such as Underground Service Alert ("USA"), or other system for notification of intended excavation activities established pursuant to applicable federal, state or local laws or regulations. All work performed on the Easement shall be performed or accomplished in compliance with all requirements of law.

8. Future Improvements

Prior to beginning any construction on the Property or within the Easement, with the exception of situations where the construction is required due to an emergency, Grantee shall forward copies of its proposed plans to Grantor for review and approval. Said approval shall not be unreasonably withheld by Grantor.

9. Maintenance of Grantee's Facilities

Grantee shall keep the Easement and Grantee's Facilities in good working order and maintain such in a neat, clean and orderly condition at all times during the term of this Agreement and not permit graffiti, rubbish, tin cans, garbage, etc., to accumulate, nor to use or allow use of the Easement for any illegal or unauthorized purposes, and to comply with all Federal, State and Local laws, regulations and ordinances concerning Grantee's

Facilities, the Easement area and the uses thereof.

10. **Indemnity**

GRANTEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR, CHEVRON CORPORATION, AND ANY AFFILIATE OR SUBSIDIARY OF GRANTOR AND ITS AND THEIR DIRECTORS, MANAGERS, OFFICERS, PARTNERS, EMPLOYEES, AND AGENTS (HEREINAFTER "INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY OR CLAIMS THEREOF FOR LOSS OF OR DAMAGE TO PROPERTY (TO WHOMEVER BELONGING) OR FOR INJURY TO OR DEATH OF ANY PERSON (INCLUDING AN EMPLOYEE OF GRANTEE OR AN INDEMNITEE), OR FOR LOSS OR DAMAGE ARISING FROM ATTACHMENTS, LIENS OR CLAIMS OF MATERIALMEN OR LABORERS, INCLUDING CLAIMS AND REASONABLE ATTORNEYS' FEES RELATING TO ANY OF THE FOREGOING, ARISING OUT OF GRANTEE'S EXERCISE OF THE RIGHTS HEREIN GRANTED OR ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTEE, OR OF ANY OFFICER, EMPLOYEE, INVITEE, CONTRACTOR, SUBCONTRACTOR OR AGENT OF GRANTEE. SUCH INDEMNITY SHALL APPLY WHETHER OR NOT AN INDEMNITEE WAS OR IS CLAIMED TO BE PASSIVELY, CONCURRENTLY OR ACTIVELY NEGLIGENT, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ONE OR MORE INDEMNITEES. NOTWITHSTANDING THE FOREGOING, THIS INDEMNITY SHALL NOT APPLY WHERE SUCH LOSS, DAMAGE, INJURY, LIABILITY OR CLAIM IS THE RESULT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

GRANTEE AGREES TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND GRANTOR, CHEVRON CORPORATION, AND ANY AFFILIATE OR SUBSIDIARY OF GRANTOR AND ITS AND THEIR DIRECTORS, MANAGERS, OFFICERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION (A) ALL

FORESEEABLE AND UNFORESEEABLE CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING FROM THE USE, GENERATION, STORAGE, OR DISPOSAL OF HAZARDOUS MATERIAL ON THE EASEMENT BY GRANTEE, ITS EMPLOYEES, CONTRACTORS OR AGENTS, OR BY ANY PERSON OR PERSONS ACTING WITH THE KNOWLEDGE OR CONSENT, EXPRESSED OR IMPLIED, OF GRANTEE, AND (B) THE COST OF ANY REQUIRED OR NECESSARY REPAIR, CLEANUP, OR DETOXIFICATION AND THE PREPARATION OF ANY CLOSURE OR OTHER REQUIRED PLANS, TO THE EXTENT THAT SUCH LIABILITY IS ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO THE PRESENCE, USE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, OR DISPOSAL OF HAZARDOUS MATERIALS ON OR FROM THE EASEMENT BY THE GRANTEE, ITS EMPLOYEES, CONTRACTORS OR AGENTS, OR BY ANY PERSON OR PERSONS ACTING WITH THE KNOWLEDGE OR CONSENT, EXPRESSED OR IMPLIED, OF GRANTEE. NOTWITHSTANDING THE FOREGOING THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT SAID LIABILITY IS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR, ITS DIRECTORS, MANAGERS, OFFICERS, PARTNERS, EMPLOYEES OR AGENTS.

11. Dispute Resolution

In the event of any dispute, claim, question or disagreement ("Claim") arising out of or related to this Agreement or the breach thereof, the parties shall use their best efforts to settle such Claim. To this effect they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties.

If the parties are unable to reach a solution, then upon notice by either party to the other, the parties agree to meet and consider submitting said Claim to mediation or arbitration. Should the parties decide to pursue arbitration, they agree it shall be binding and that no award or decision resulting therefrom shall include punitive damages.

The non-prevailing party shall promptly pay the prevailing party all costs and reasonable attorneys' fees incurred by the prevailing party in any action brought under this Agreement.

12. Easement Use

This Easement is given and made for so long as said Easement shall be used continuously for flood control purposes as set forth in this Agreement. In the event the Easement is not used as required under this Agreement, this Agreement shall terminate, become null and void, and the Easement shall revert absolutely to Grantor. Such termination shall not release Grantee from any liability or obligation hereunder, whether of indemnity or otherwise, which may arise or accrue prior to, on, or after said termination date in connection with any exercise of rights herein granted.

13. Termination

- a) The Easement granted herein shall be a perpetual easement and may only be terminated as provided in Section 12 (*Easement Use*).
- b) Upon termination of this Easement, Grantee shall, at its own risk and expense, remove Grantee's Facilities and restore the Easement and the Property as nearly as possible to the same state and condition it was in prior to any construction of Grantee's Facilities. If Grantee shall fail to do so within sixty (60) days after such termination, Grantor may do so at the sole risk and expense of Grantee, and all cost and expense of such removal and the restoration of said Property shall be paid by Grantee upon demand. Further, in the case of a dispute to enforce or collect the same in accordance with Section 10 (*Dispute Resolution*), Grantee also agrees to pay Grantor reasonable attorneys' fees as fixed and allowed by the arbitrator, mediator, or the court if Grantee is found to have violated the provisions of this subparagraph.
- c) Upon complete removal of Grantee's Facilities, Grantee shall execute and record a quit claim deed,

whereupon this Easement and all rights and privileges herein mutually granted shall be fully canceled and terminated. Notwithstanding the foregoing the indemnity provided in Section 10 of this Agreement shall survive the termination of this Agreement

14. Assignment

The Easement granted herein shall not be assigned by Grantee without Grantor's prior written consent, which shall not be unreasonably withheld.

15. Not a Public Dedication.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purpose whatsoever, and this Agreement and the Easement shall be strictly limited to and for the purposes expressed herein. No other person shall be deemed to have acquired a prescriptive easement by implication, or any other right, title, or interest as a result of the use of the Property or the grant of the Easement as contained herein.

16. No Representations, Covenants and Warranties.

Grantor makes no representations, covenants or warranties with respect to the condition of the soil, subsoil or any other condition of the Easement either as known by Grantor, or as may be discovered by specific tests. Grantor further makes no representations, covenants or warranties with respect to the suitability of the Easement for Grantee's proposed or actual use.

17. Notices

- a) All notices and other communications required under this Agreement shall be in writing, and delivered personally or sent certified mail or via facsimile to the party set forth below:

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, CA 91803-1331
(626) 458-7000 fax (626) 289-3618

CHEVRON U.S.A. INC.

C/O CHEVRON PIPE LINE COMPANY

Attn: Team Leader
16301 Trojan Way
La Mirada, CA 90638
(714) 228-1524 fax

- b) Notice will be deemed received: (i) on the date of delivery if delivered in person, (ii) on the third (3rd) business day, if mailed, and (iii) on the date transmitted, if transmitted by facsimile, provided that oral or written confirmation of receipt is obtained by the sender from a party at the location where the facsimile has been received. Any change in address may be accomplished by delivery of notice in compliance with this Section.

17. Entire Agreement/Amendments

This Agreement constitutes the entire agreement between the parties hereto and may only be amended by a writing specifically referencing this Agreement and signed by Grantor and Grantee or their successors, legal representatives, assignees or transferees. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, including all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

18. Severability

If any provision of this Agreement is or becomes illegal, or is found to be null or void for any reason, or is held unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate this 16th day of October 2012 and this Easement shall have an effective date of Jan. 29, 2013 ("Effective Date").

GRANTOR

GRANTEE

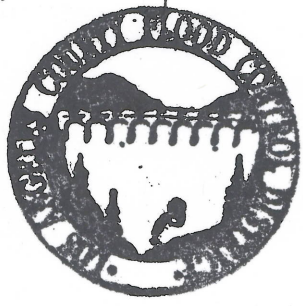
CHEVRON U.S.A., INC.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By: Michael W. Woody
Title: Assistant Secretary

By: Mark Ridley-Thomas
Chairman, Board of Supervisors of the Los Angeles
County Flood Control District

Date: October 16, 2012



Date: Antel
Attest: Antel
SACHI A. HAMAI, Executive Officer Deputy
of the Board of Supervisors of the
County of Los Angeles

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

31

JAN 29 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

JOHN F. KRATTLI
County Counsel

By: Carole Suzuki
Deputy

77912

I hereby certify that pursuant to
Section 25163 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Antel
Deputy

ACKNOWLEDGMENT

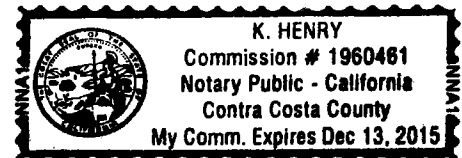
State of California)
County of Contra Costa)

On October 16, 2012 before me, K. Henry, Notary Public, personally appeared Michael W. Woody, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. Henry (Seal)



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

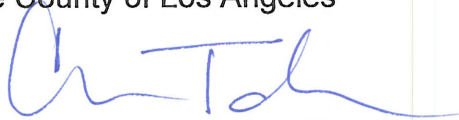
On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this 29th day of January, 20 13, the facsimile signature of MARK RIDLEY THOMAS, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By 
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By 
Deputy

EXHIBIT "A"

DESCRIPTION OF PROPERTY

All that portion of Lots 9 and 10 of Tract 2778 in the City of South Gate, County of Los Angeles, State of California as shown on map recorded in Book 30, Pages 84 and 85 of Maps of said County more particularly described in those certain Grant Deeds as follows:

Grant Deed dated August 10, 1946, recorded January 31, 1947 in Book 24057, Page 327 of Official Records,

Grant Deed dated September 3, 1946, recorded January 30, 1947 in Book 24232, Page 31 of Official Records,

Grant Deed dated September 4, 1946, recorded December 26, 1946 in Book 24106, Page 12 of Official Records,

Grant Deed dated September 5, 1946, recorded December 26, 1946 in Book 24106, Page 16 of Official Records,

Grant Deed dated September 4, 1946, recorded December 20, 1946 in Book 24050, Page 211 of Official Records,

Grant Deed dated September 4, 1946, recorded December 20, 1946 in Book 24072, Page 110 of Official Records.

EXHIBIT "B"

DESCRIPTION OF EASEMENT

LOS ANGELES RIVER P-1252FE

Includes Parcel No. P-2379FE

19-RW 215

A.P.N. 6221-026-006

A.P.N. 6222-039-018

T.G. 705(F5)

I.M. 084-217

S.D. 1

E0496012

PARCEL NO. P-1252FE (Easement for flood control purposes):

That portion of Parcel No. 9, as shown on map filed in Book 59, pages 36 to 50, inclusive, of Record of Surveys, in the office of the Recorder of the County of Los Angeles, within the following-described boundaries:

Beginning at the most southerly corner of said Parcel No. 9; thence along the easterly boundary of said Parcel No. 9, North 7°35'12" East 47.82 feet; thence South 14°23'46" West 16.77 feet; thence South 9°14'39" West 31.18 feet to a point in the southerly line of said Parcel No. 9, said point being distant westerly along said southerly line, 2.89 feet from the point of beginning; thence easterly along said southerly line 2.89 feet to said point of beginning.

Containing: 93 square feet.

PARCEL NO. P-2379FE (Easement for flood control purposes):

That portion of Parcel No. 8, of the above mentioned map, within the following-described boundaries:

Beginning at the most easterly corner of said Parcel No. 8; thence along the easterly line of said Parcel No. 8, South 7°35'22" West 611.32 feet; thence North 5°59'57" East 125.98 feet; thence North 7°20'54" East 440.39 feet; thence North 9°14'50" East 45.00 feet to a point in the northerly line of said Parcel No. 8, said point being distant westerly along said northerly line, 4.05 feet from said most easterly corner; thence easterly along said northerly line, 4.05 feet to said point of beginning.

Containing: 2,380 square feet.